

THE URBAN LAW FIRM

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Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

TRUSTEES OF THE BRICKLAYERS &
ALLIED CRAFTWORKERS LOCAL 13
DEFINED CONTRIBUTION PENSION TRUST
FOR SOUTHERN NEVADA; TRUSTEES OF
THE BRICKLAYERS & ALLIED
CRAFTWORKERS LOCAL 13 HEALTH
BENEFITS FUND; TRUSTEES OF THE
BRICKLAYERS & ALLIED
CRAFTWORKERS LOCAL 13 VACATION
FUND; BRICKLAYERS & ALLIED
CRAFTWORKERS LOCAL 13 NEVADA;
TRUSTEES OF THE BRICKLAYERS &
TROWEL TRADES INTERNATIONAL
PENSION FUND; TRUSTEES OF THE
BRICKLAYERS & TROWEL TRADES
INTERNATIONAL HEALTH FUND; and
TRUSTEES OF THE INTERNATIONAL
MASONRY INSTITUTE,

Plaintiffs,

vs.

SILVER STATE MARBLE, LLC, a Nevada
company; REY MALDONADO, individually;
and DAVID ALLSOPP, individually,

Defendants.

Case No.: 2:15-CV-00648-APG-GWF

**STIPULATION AND CONSENT FOR
ENTRY OF JUDGMENT BY CONFESSION**

Plaintiffs TRUSTEES OF THE BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 13
DEFINED CONTRIBUTION PENSION TRUST FOR SOUTHERN NEVADA; TRUSTEES OF THE
BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 13 HEALTH BENEFITS FUND;

1 TRUSTEES OF THE BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 13 VACATION
 2 FUND; BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 13 NEVADA; TRUSTEES OF THE
 3 BRICKLAYERS & TROWEL TRADES INTERNATIONAL PENSION FUND; TRUSTEES OF THE
 4 BRICKLAYERS & TROWEL TRADES INTERNATIONAL HEALTH FUND; and TRUSTEES OF
 5 THE INTERNATIONAL MASONRY INSTITUTE (collective "Plaintiffs" or Trusts"), acting by and
 6 through their counsel, The Urban Law Firm, and Defendants Silver State Marble, LLC and Rey
 7 Maldonado ("Defendants"), hereby stipulate and agree as follows:

8 1. This Stipulation and Consent for Entry of Judgment by Confession ("Stipulation") is
 9 entered into by and between Plaintiffs and Defendants to settle and conclude certain legal disputes owed
 10 to Plaintiffs by Defendants.

11 2. A Judgment by Confession ("Judgment") shall be entered in favor of Plaintiffs against
 12 Defendants, jointly and severally, for the sum of **Five Thousand Two Hundred Five Dollars and**
 13 **Eighty Cents (\$5,205.80)**¹ ("Judgment Amount"), for the unpaid audit claims due and owing by the
 14 Defendants, to the Trust, during the period of May 2012 through October 2015 ("Delinquency Period"),
 15 which shall accrue interest at the rate of five percent (5%) per annum from ~~May 1, 2015~~ ^{October 15, 2015}.

16 3. Defendants stipulate that this Court has jurisdiction to enter this Stipulation and Judgment
 17 by Confession since the Court has jurisdiction of this case pursuant to § 502(e)(1) of the Employee
 18 Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. § 1132(e)(1), which grants
 19 the United States District Courts exclusive jurisdiction over civil actions brought by a fiduciary pursuant
 20 to § 502(a)(3) of ERISA, 29 U.S.C. § 1132(a)(3), to redress violations or enforce the terms of ERISA or
 21 an employee benefit plan governed by ERISA. Such jurisdiction exists without respect to the amount in
 22 controversy or the citizenship of the parties, as provided in § 502(f) of ERISA, 29 U.S.C. § 1132(f).
 23 Additionally, venue is proper in this Court pursuant to § 502(e)(2) of ERISA, 20 U.S.C. § 1132(e)(2), in
 24 that this is the district in which the Trusts are administered.

25 ...
 26 ...
 27 ...
 28 ¹ \$4,259.64 in unpaid contributions; \$325.66 interest; and \$620.50 liquidated damages.

1 This Stipulation is conditioned by certain and specific terms contained within the Judgment
2 executed contemporaneously herewith and incorporated herein by this reference, as though fully set
3 forth hoc verba.

4 **THE URBAN LAW FIRM**

5 By: /s/ Michael A. Urban
6 Michael A. Urban, Esq.
7 Seth T. Floyd, Esq.
8 *Counsel for Plaintiffs*

9 Date: May 8, 2015

10 **SILVER STATE MARBLE, LLC**

11 By: [Signature]
12 Rey Maldonado, President

13 Date: May 8, 2015

14 **REY MALDONADO**

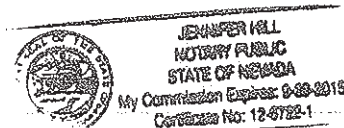
15 By: [Signature]
16 Rey Maldonado Individually

17 Date: May 6, 2015

18 SUBSCRIBED AND SWORN BEFORE ME

19 THIS 8 DAY OF MAY, 2015

20 [Signature]
21 [Signature]
22 Notary Public



THE URBAN LAW FIRM

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Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

TRUSTEES OF THE BRICKLAYERS &
ALLIED CRAFTWORKERS LOCAL 13
DEFINED CONTRIBUTION PENSION TRUST
FOR SOUTHERN NEVADA; TRUSTEES OF
THE BRICKLAYERS & ALLIED
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BENEFITS FUND; TRUSTEES OF THE
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FUND; BRICKLAYERS & ALLIED
CRAFTWORKERS LOCAL 13 NEVADA;
TRUSTEES OF THE BRICKLAYERS &
TROWEL TRADES INTERNATIONAL
PENSION FUND; TRUSTEES OF THE
BRICKLAYERS & TROWEL TRADES
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TRUSTEES OF THE INTERNATIONAL
MASONRY INSTITUTE,

Plaintiffs,

vs.


SILVER STATE MARBLE, LLC, a Nevada
company; REY MALDONADO, individually;
and DAVID ALLSOPP, individually,

Defendants.

Case No.: 2:15-cv-00648-APG-GWF

JUDGMENT BY CONFESSION

Pursuant to the express terms of the Stipulation and Consent for Entry of Judgment by
Confession ("Stipulation"), it hereby ORDERED, ADJUDGED AND DECREED that:

1 1. Plaintiffs TRUSTEES OF THE BRICKLAYERS & ALLIED CRAFTWORKERS
 2 LOCAL 13 DEFINED CONTRIBUTION PENSION TRUST FOR SOUTHERN NEVADA;
 3 TRUSTEES OF THE BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 13 HEALTH
 4 BENEFITS FUND; TRUSTEES OF THE BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL
 5 13 VACATION FUND; BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 13 NEVADA;
 6 TRUSTEES OF THE BRICKLAYERS & TROWEL TRADES INTERNATIONAL PENSION FUND;
 7 TRUSTEES OF THE BRICKLAYERS & TROWEL TRADES INTERNATIONAL HEALTH FUND;
 8 and TRUSTEES OF THE INTERNATIONAL MASONRY INSTITUTE (collective "Plaintiffs" or
 9 "Trusts") shall take Judgment by Confession ("Judgment") against Defendants SILVER STATE
 10 MARBLE, LLC and REY MALDONADO ("Defendants"), jointly and severally, for the sum of **Five**
 11 **Thousand Two Hundred Five Dollars and Eighty Cents (\$5,205.80)**¹ ("Judgment Amount"), for the
 12 unpaid audit claims due and owing by the Defendants, to the Trust, during the period of May 2012
 13 through October 2015 ("Delinquency Period"), ~~which shall accrue interest at the rate of five percent~~
 14 ~~(5%) per annum from May 1, 2015~~ 

15 2. This Court has jurisdiction over this Judgment pursuant to § 502(e)(1) of the Employee
 16 Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. § 1132(e)(1), which grants
 17 the United States District Courts exclusive jurisdiction over civil actions brought by a fiduciary pursuant
 18 to § 502(a)(3) of ERISA, 29 U.S.C. § 1132(a)(3), to redress violations or enforce the terms of ERISA or
 19 an employee benefit plan governed by ERISA. Such jurisdiction exists without respect to the amount in
 20 controversy or the citizenship of the parties, as provided in § 502(f) of ERISA, 29 U.S.C. § 1132(f).

21 3. The Judgment amount shall be paid by Defendants to Plaintiffs as third-party
 22 beneficiaries under the terms of the various Trust Agreements creating the Trusts, which were
 23 incorporated into a written collective bargaining agreement ("Labor Agreement") between Silver State
 24 Marble, LLC, and Bricklayers and Allied Craftworkers Local 13 Nevada.

25 4. Mr. Rey Maldonado, as an individual and authorized representative of Silver State
 26 Marble, LLC, participated in the negotiating of the Labor Agreement, has knowledge of the Judgment
 27

28 ¹ \$4,259.64 in unpaid contributions; \$325.66 interest; and \$620.50 liquidated damages.

Amount and has agreed to be personally and separately liable for the Judgment Amount and for compliance with the terms and conditions set forth below.

5. This Judgment includes settlement of all known claims by Plaintiffs for fringe benefit contributions for the Delinquency Period. This Delinquency Period has been audited.

6. The entire Judgment Amount shall be paid by Defendants to Plaintiffs, as follows:

a. ~~Five (5) consecutive monthly payments in the amount of Seven Hundred Ninety-Nine Dollars and Seventy-One Cents (\$799.71) each, beginning May 15, 2015, and continuing through September 15, 2015; and~~ ^{DA}

b. One (1) final payment in the amount of ~~Seven Hundred Ninety-Nine Dollars and Seventy-Three Cents (\$799.73)~~ ^{#4,798.28} ~~or before October 15, 2015 (collectively all payments are referred to as "Monthly Payments").~~ ^{DA}

c. The ~~six (6) Monthly Payments equal~~ ^{\$4,798.28},² which represents unpaid contributions and interest. If Defendants satisfy the terms of ~~Monthly~~ Payments without default, Plaintiffs will waive the liquidated damages of ~~\$620.50~~. However, should Defendants default on its ~~Monthly~~ Payments, the liquidated damages amount will be **due in full.** ^{DA}

~~7. The Monthly Payments shall commence on or before May 15, 2015, and must be made by the fifteenth day of every month thereafter until the Judgment Amount is paid in full. A more detailed payment and amortization schedule is attached hereto as Exhibit I. In the event of a Default that is subsequently cured, as set forth below, the final Monthly Payment shall be increased to include any late fees and after-accruing attorney's fees incurred by Plaintiffs relating to Defendants' Default and collection of the amounts referenced herein, and shall be paid by Defendants to Plaintiffs on or before October 15, 2015.~~ ^{DA}

8. ~~Each of the Monthly Payments~~ shall be made payable to the "Bricklayers Joint Trust Funds." Unless otherwise notified in writing, Defendants shall remit the Monthly Payments to Plaintiffs' counsel, The Urban Law Firm, at 4270 S. Decatur Blvd., Suite A-9, Las Vegas, Nevada 89103. Should any of Defendants' ~~Monthly~~ Payments be returned for insufficient funds, all subsequent

² \$4,259.64 in unpaid contributions; \$325.66 interest; and \$212.98 (5% interest on unpaid contributions).

1 payments shall be made by using a cashier's check or money order. Defendants shall have the right at
2 any time to prepay the entire Judgment Amount, or any portion thereof, without incurring any
3 prepayment penalty.

4 9. Should Defendants fail to satisfy any of the conditions set forth in this Judgment
5 ("Default"), a written Notice of Default ("Notice") shall immediately be delivered to Defendants at 5375
6 S. Cameron Unit A, Las Vegas, Nevada 89118; and Defendants' counsel, Doris Nehme-Tomalka, Esq.
7 of Nehme-Tomalka & Associates, 2620 Regatta Drive, Suite 102, Las Vegas, Nevada 89128. The
8 Notice shall grant Defendants ten (10) days to cure the Default by remitting the required payment(s). If
9 Defendants fail to cure the Default, make the necessary payment(s) within ten (10) days of the date of
10 such Notice, then:

- 11 a. Plaintiffs shall have the unconditional and immediate right to execute upon the
12 Judgment for whatever amount then remains due and owing, without further
13 notice to the Defendants or Order from the Court; and
14 b. Plaintiffs shall also be entitled to pursue any licensing and/or surety bond issued
15 to the Defendants for whatever amount then remains due and owing.

16 In the event Plaintiff is required to send a letter of default caused by Defendants' failure to make
17 payment or otherwise fail to perform the conditions of set forth above, as required, the Judgment shall
18 be increased in such instance by the sum of \$100.00.


19 11. The Stipulation and this Judgment shall be considered one instrument and shall become
20 binding when signed. Signatures to the Stipulation and Judgment, as provided via facsimile or scanned
21 document, shall be valid and shall be deemed the equivalent of original signatures.

22 12. Upon Plaintiffs' receipt and negotiation of all of the payments described in this
23 Judgment, Defendants' obligation under this Judgment will have been satisfied and, upon receipt of a
24 request therefor, Plaintiffs shall file with the Court and deliver to the Defendants a written Release and
25 Satisfaction of Claims. Plaintiffs' Release and Satisfaction of Claims in favor of Defendants shall not be
26 executed nor delivered until all of Defendants' obligations under this Judgment have been fulfilled.

27 13. Defendants fully understand the obligations and consequences of this Judgment.
28 ...

1 14. This Judgment constitutes the entire agreement between Plaintiffs and Defendants and
2 shall supersede any and all prior and/or oral written representations, negotiations, understandings and
3 agreements.

4 Dated: October 29, 2015.

5 
6 UNITED STATES DISTRICT JUDGE
7

8 THE URBAN LAW FIRM

9 By: /s/ Michael A. Urban

10 Michael A. Urban, Esq.

11 Seth T. Floyd, Esq.

Counsel for Plaintiffs

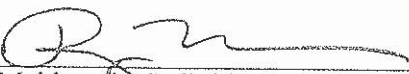
12 Date: May 8, _____, 2015
13

14 SILVER STATE MARBLE, LLC

15 By: 
16 Rey Maldonado, President

17 Date: 5.6. _____, 2015
18

19 REY MALDONADO

20 By: 
21 Rey Maldonado, Individually

22 Date: 5.6. _____, 2015
23

OATH AND VERIFICATION

STATE OF NEVADA)
COUNTY OF CLARK) ss.

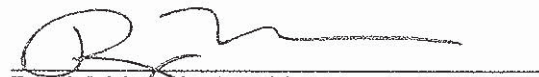
Rey Maldonado, as owner of Silver State Marble, LLC., being first duly sworn upon oath, now verifies and declares that:

1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and
2. The monies due and owing and the basis for said Judgment are accurately set forth in this Stipulation and this Judgment.

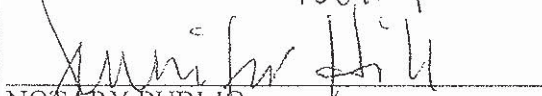
Further affiant sayeth naught.

Dated: May 6, 2015

SILVER STATE MARBLE, LLC


Rey Maldonado, President

Subscribed and Sworn before me
this 8 day of May, 2015.


NOTARY PUBLIC

